

## SECOND OMNIBUS AMENDMENT

THIS SECOND OMNIBUS AMENDMENT (hereinafter, the "Second Amendment"), effective as of the 28<sup>th</sup> day of February, 2018 is by and among the COUNTY OF SULLIVAN INDUSTRIAL DEVELOPMENT AGENCY, a corporate governmental agency constituting a body corporate and politic and a public benefit corporation of the State of New York, having its principal offices at 548 Broadway, Monticello, New York 12701 ("Agency"), VERIA LIFESTYLE INC., a Delaware corporation having offices at 200 Middlesex Essex Turnpike, Suite 202, Iselin, New Jersey 08830 ("Company") and SULLIVAN INFRA WEST, INC., a New York corporation having a mailing address 200 Middlesex Essex Turnpike, Suite #202, Iselin, New Jersey 08830 ("Infra West").

### WITNESSETH:

**WHEREAS**, Title 1 of Article 18-A of the General Municipal Law of the State of New York ("Enabling Act") was duly enacted into law as Chapter 1030 of the Laws of 1969 of the State of New York ("State"); and

**WHEREAS**, the Enabling Act authorizes the creation of industrial development agencies for the benefit of the several counties, cities, villages and towns in the State and empowers such agencies, among other things, to acquire, construct, reconstruct, lease, improve, maintain, equip and sell land and any building or other improvement, and all real and personal properties, including, but not limited to, machinery and equipment deemed necessary in connection therewith, whether or not now in existence or under construction, which shall be suitable for manufacturing, warehousing, research, commercial or industrial facilities, in order to advance job opportunities, health, general prosperity and the economic welfare of the people of the State and to improve its standard of living; and

**WHEREAS**, the Enabling Act further authorizes each such agency to lease any or all of its facilities at such rentals and on such other terms and conditions as it deems advisable; and

**WHEREAS**, the Agency was created pursuant to and in connection with the provisions of the Enabling Act, Chapter 560 of the Laws of 1970 of the State (collectively, referred to as the "Act") and is empowered under the Act to undertake the providing, financing and leasing of the facility described below; and

**WHEREAS**, on or about November 11, 2013, the Agency and the Company entered into a Master Development and Agent Agreement authorizing the Company to proceed with certain work limited in scope to soil erosion and sediment control, clearing and grubbing, earthwork, construction of new roads and improvements and enhancements to existing roads, constructed wetlands, landscaping, sanitary sewer, water, storm sewer, electric power, telephone service, cable tv, internet connectivity, demolition of existing structures, and all other related facility, equipment, improvements and infrastructure costs as set forth in the 2013 Application together with a Lease to Agency, Leaseback to Company, Payment in Lieu of Tax Agreement and related documents (collectively, the "2013 Transaction Documents"); and

**WHEREAS**, the Company has submitted an application dated August 25, 2015, a copy of which is on file with the Agency, requesting the Agency's assistance with respect to a certain Wellness Center project consisting of the: (i) construction, installation and equipping of a (a) 131 room wellness center resort with amenities including, but not limited to diagnostic, holistic treatment, educational components and various exercise facilities; (b) an indoor swimming pool; and (c) a museum celebrating natural wellness, nature cure and Ayurveda practices on currently vacant parcels comprising 391 acres and identified on the Town of Thompson tax map as Section 9, Block 1, Lots 1.1, 1.2 and 7 ("Wellness Center Land") located along Anawana Lake Road in the County of Sullivan, State of New York; and (ii) acquisition and installation thereon and therein of certain furniture, fixtures, machinery and equipment; and

**WHEREAS**, on April 1, 2016, the Company and the Agency entered into an Omnibus Amendment of 2013 Transaction Documents, to exclude the Wellness Center Land from the 2013 Transaction Documents ("2013 Omnibus Amendment"); and

**WHEREAS**, Infra West is an affiliate of the Company; and

**WHEREAS**, Infra West is the owner of parcel 5.-1-18.2 ("Infra West Parcel"), which is the location of the sewer treatment plant providing sewer collection and treatment; and

**WHEREAS**, the Agency was unaware that the Infra West Parcel would be owned by other than the Company; and

**WHEREAS**, the Agency, Company and Infra West wish to enter into this Second Amendment to memorialize and (i) recognize that Infra West is the owner of the Infra West Parcel; and (ii) add Infra West as a party to the 2013 Transaction Documents.

**NOW THEREFORE**, in consideration of the covenants herein contained and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, it is mutually agreed as follows:

1. **Amendment of 2013 Transaction Documents.** The Preamble to the Master Development and Agent Agreement, Lease to Agency, Leaseback to Company and Payment in Lieu of Tax Agreement (collectively, the "IDA Transaction Documents") are hereby amended to include Sullivan Infra West, Inc. as a party to the IDA Transaction Documents.

2. **Joinder of Infra West.** Infra West upon execution of the Second Amendment joins in the IDA Transaction Documents and shall be, along with the Company, jointly or severally liable for all obligations of the Company under or by reason of the IDA Transaction Documents.

3. **Insurance Required.** Effective as of the date hereof and until the Agency consents in writing to a termination, Infra West shall maintain or cause to be maintained insurance against such risks and for such amounts as are customarily insured against by businesses of like size and type paying, as the same become due and payable, all premiums in respect thereto, including, but not necessarily limited to:

(a) Insurance against loss or damage by fire, lightning and other casualties, with a uniform standard extended coverage endorsement, such insurance to be in an amount not less than the full replacement value of the Project, exclusive of excavations and foundations, as determined by a recognized appraiser or insurer selected by Infra West.

(b) Worker's compensation insurance, disability benefits insurance, and each other form of insurance which the Agency or Infra West is required by law to provide, covering loss resulting from injury, sickness, disability or death of employees of Infra West who are located at or assigned to the Project.

(c) Insurance against loss or losses from liabilities imposed by law or assumed in any written contract and arising from personal injury and death or damage to the property of others caused by any accident or occurrence, with limits of not less than \$1,000,000 per accident or occurrence on account of personal injury, including death resulting therefrom, and \$1,000,000 per accident or occurrence on account of damage to the property of others, excluding liability imposed upon Infra West by any applicable Worker's Compensation Law; and a blanket excess liability policy in the amount not less than \$2,000,000, protecting Infra West against any loss or liability or damage for personal injury or property damage.

4. Additional Provisions Respecting Insurance.

(a) All insurance required by Section 3 hereof shall name the Agency as an additional insured. All insurance shall be procured and maintained in financially sound and generally recognized responsible insurance companies selected by Infra West (and reasonably satisfactory to the Agency) and authorized to write such insurance in the State. Such insurance may be written with deductible amounts not exceeding \$25,000.00. All policies evidencing such insurance shall provide for (i) payment of the losses of Infra West and the Agency as their respective interest may appear, and (ii) at least thirty (30) days written notice of the cancellation thereof to Infra West and the Agency.

(b) All such certificates of insurance of the insurers that such insurance is in force and effect, shall be deposited with the Agency. Prior to expiration of the policy evidenced by said certificates, Infra West shall furnish the Agency evidence that the policy has been renewed or replaced or is no longer required.

5. Notices. The notice provision is hereby amended to include the following:

To Infra West:

Sullivan Infra West, Inc.  
200 Middlesex Essex Turnpike, Suite 202  
Iselin, New Jersey 08830

With a copy to:

Veria Lifestyle, Inc. dba YO1 Center  
163 Kutsher Road  
Monticello, New York 12701

6. Fees. By executing this Second Amendment, the Company covenants and agrees to pay all fees, costs and expenses incurred by the Agency for legal services, including but not limited to those provided by the Agency's general counsel.

7. Integration. Except as herein amended and extended, all other terms and conditions of the 2013 Omnibus Amendment shall remain in full force and effect.

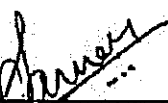
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IN WITNESS WHEREOF, the parties hereto have executed this Second Amendment effective as of the day and year first written above.

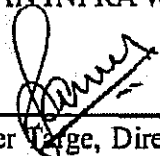
COUNTY OF SULLIVAN INDUSTRIAL  
DEVELOPMENT AGENCY

By:   
Edward T. Sykes, Chief Executive Officer

VERIA LIFESTYLE INC.

By:   
Sameer Targe, Director

SULLIVAN INFRA WEST, INC.

By:   
Sameer Targe, Director